

Oneonta City School District

Business Office 607.433.8200, ext. 1302 - Fax 607-433-8290 31 Center Street, Oneonta, NY 13820

REQUEST FOR QUOTE FIRE EXTINGUISHER, SPRINKLER SYSTEM & SUPPRESSION SYSTEM SERVICE DUE DATE: March 27, 2024 1:00 PM

The Oneonta City School District is seeking price quotes for the following combined inspection/testing services for the 2023-24 school year.

- Fire Extinguisher Inspection
- Fire Suppression System Inspections
- Sprinkler System Inspection/Testing

Fire Extinguishers:

Inspections shall be per NFPA10. Services shall include, but not be limited to:

- Maintenance
- Inspection
- Providing district with an inventory log that has a minimum: building, location in building, asset tag number or serial number (for identification) and service dates.
- Affixing of MSDS labels where needed. There are approximately 224 Extinguishers in **7 facility locations**. (high/middle school campus numerous buildings, Riverside Elementary, Greater Plains Elementary, Valleyview Elementary, Center Street District Office Building, and Bus Garage 108 Silas Lane.

Suppression Systems: (Semi-Annually)

Inspection of suppression systems as per NFPA17a, as well as, all applicable manufacturer's requirements. Vendor's staff shall have appropriate training and experience to adequately comply with the NFPA standards.

Systems are located in the Baker Field Concession Stand (Protex system) and in the district building kitchens (ANSUL systems): High School (2), Middle School, Riverside, Greater Plains, and Valleyview.

Sprinkler Systems:

Inspection and testing of sprinkler system, as per NFPA 13. Vendor shall have NICET Level 2 certification as a minimum for sprinkler maintenance and inspection. System is located in Belden Auditorium at Oneonta High School.

General Specifications:

- 1. Labor shall be paid NYS Prevailing Wage Labor Rate per PRC #2024002934
- 2. Vendor that performs Hydrostatic Testing is required to be a certified technician.
- 3. Vendor shall provide all necessary MSDS sheets to OCSD.
- 4. Testing shall be scheduled with OCSD.
- 5. Vendor shall provide loaner extinguishers when any are removed for service or recharging.
- 6. Vendor shall pick up and return all extinguishers that OCSD reports as needing to be recharged.
- 7. Vendor shall meet minimum insurance requirements as attached.
- 8. Vendor agrees that pricing provided in quote shall remain in effect for duration of contracted timeframe or as agreed upon by both parties.

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| Extinguisher Inspection Services-Annual (approximately 224 units) Total for all units: \$ Hydrostatic Testing (every 12 years) per unit price (if varies by unit please specify) - 6-year Maintenance (if due) per unit price - Dry Chemical Recharging - - 2 % # - - 10# - - 20# - CO2 Recharging - - 5# - - 10# - - 20# - CO2 Recharging - - 5# - - 10# - - 20# - - 20# - - 20# - - 20# - - 20# - - 20# - - 20# - - 20# - - 20# - - 20# - - 20# - - 2 ½# - - 2 ½# - - 10# - - 20# - - 10# - - 20# - - 10# | | PRICE/UNIT | |
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| COMPANY NAME: | | | | | |
|---------------------------|------|-------|--------|---|------|
| ADDRESS: | | | | | |
| PHONE: | _EXT | _FAX: | | _ | |
| AUTHORIZED SIGNATURE: | | | | _ | |
| PRINT OR TYPE NAME ABOVE: | | | TITLE: | | |
| E-MAIL ADDRESS: | | | DATE: | | |

NON-COLLUSIVE BIDDING CERTIFICATION

| Firm Name: | | |
|-------------------|------|--|
| Business Address: | | |

I. General Bid Certification

The bidder certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed in this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to their best knowledge and belief:
- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other bidder or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

| Phone/Fax Number: | |
|-------------------|--|
| Bid Date: | |

- B. A bid shall not be considered for award nor shall any award be made where A.1, A.2 and A.3 above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where A.1, A.2 and A.3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.
 - The fact that a bidder: (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).
 - 2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Oneonta City School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Oneonta City School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Oneonta City School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Oneonta City School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

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| | | | | Corporation and t | hat neith | er the |
| Bidder/Contractor | or any proposed | subcontractor | is identified | on the Prohibited | Entities | List. |

SIGNED

| SWORN to before me this | day of | 20 |
|-------------------------|--------|----|
| Notary Public: | | |

INSURANCE AGREEMENT - CONTRACTORS

- 1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- 2. The policy naming the District as an Additional Insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - Provide for 30 days-notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - The District shall be listed as an Additional Insured by using endorsement CG 20 10 11 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- 3. The contractor agrees to indemnify the District for any applicable deductibles.
- 4. Required insurance:

• Commercial General Liability Insurance

\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

• Automobile Liability

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

• Workers' Compensation

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

• Owners Contractors Protective Insurance

(Required for construction projects in excess of \$200,000.)

\$1,000,000 per occurrence/\$2,000,000 aggregate, with the District as the Named Insured.

• Excess Insurance

\$1,000,000, \$3,000,000, \$5,000,000 (or higher) each occurrence and aggregate depending on the type and size of the project;

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

• Builders Risk Insurance (if applicable)

Builders Risk coverage can be provided by NYSIR, or required of the contractors.

- 5. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- 6. Contractor acknowledges the failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- 7. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also NYSIR, as the district's insurer.